

IN THE DISTRICT COURT OF WAGONER COUNTY, STATE OF OKLAHOMA

George Collins and Alrika Collins)

Plaintiffs,)
vs.)
State Farm Fire and Casualty Company)

Defendant.)
Case No. QJ-22-5

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PETITION

COMES NOW Plaintiffs, George Collins and Alrika Collins, and for their causes of action against Defendant, State Farm Fire and Casualty Company ("State Farm"), alleges and states:

1. At all times material hereto, Plaintiffs insured their home under a policy of insurance with State Farm, policy number 36-B3-L971-9.
2. Defendant State Farm is licensed and does business in the state of Oklahoma as a property and casualty insurer.
3. On or about January 11, 2021, Plaintiffs' home sustained damage in a covered loss due to a severe fire.
4. The acts and occurrences that are the subject of this lawsuit occurred within the state of Oklahoma and occurred within Wagoner County, Oklahoma. Therefore, jurisdiction and venue are proper within Wagoner County, Oklahoma.
5. State Farm breached the subject insurance policy by wrongfully denying coverage and failing and refusing to pay the proper amounts due under the policy for the covered damage to the Plaintiffs' home.



6. In its handling of Plaintiffs' claims, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:
 - a. failing and refusing payment and other policy benefits for the covered damage to Plaintiffs' home at a time when Defendant knew that Plaintiffs were entitled to those benefits;
 - b. failing to properly investigate Plaintiffs' claim and to obtain additional information both in connection with the original refusal and following the receipt of additional information after reinspection of the home at request of Plaintiffs' representatives;
 - c. refusing to honor Plaintiffs' claim in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;
 - d. refusing to honor Plaintiffs' claim in some instances by applying restrictions not contained in the policy;
 - e. refusing to honor Plaintiffs' claim in some instances by knowingly misconstruing and misapplying provisions of the policy;
 - f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claim arising under these policies, to include Plaintiffs' claim;
 - g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiffs' claim once liability had become reasonably clear;
 - h. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
 - i. failing to properly evaluate any investigation that was performed;

j. failing and refusing to properly investigate and consider the insurance coverage Defendant agent promised to its insured;

k. forcing the insured to hire an attorney to obtain proper payment of property claims;

l. delaying payment of certain benefits; and

m. refusing to consider the reasonable expectations of the insured and beneficiaries;

all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to Defendant.

7. Defendant acted unreasonably and in bad faith in delaying, denying and underpaying Plaintiffs' claims.

8. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiffs to recover punitive damages.

WHEREFORE, Plaintiffs pray for judgment against the Defendant, State Farm Fire and Casualty Company, both for compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee and for such other relief as may be appropriate. The amount sought as damages is greater than \$10,000.

DocuSigned by:  1/11/2022 DocuSigned by:  1/11/2022

George Collins and Alrika Collins
510 N 21st St
Muskogee, OK 74401-3033
c (918) 310-8084
gcfgfiles021@gmail.com
alrikacollins@yahoo.com
Plaintiffs, Pro Se

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ian Rupert

9450 SW Gemini Dr #39525

Beaverton, OR 97008

ian@iansenterprise.com

IP Address: 24.253.229.40

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ian@iansenterprise.com

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gchgfiles021@gmail.com

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Alrika Collins

alrikacollins@yahoo.com

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